



Prevention Resource Center

Interagency Coordinating Council.....AmeriCorps*VISTA



Mission: To create and sustain a coordinated and comprehensive system of prevention services in the state of Montana.

MEMORANDUM OF UNDERSTANDING

Between the Volunteer Station:

and the Sponsor:

Prevention Resource Center
MT Dept. of Public Health and Human Services
P.O. Box 4210 Helena, MT 59604-4210
(406) 444-5986

This Memorandum of Understanding expresses the responsibilities of the **Prevention Resource Center (Sponsor)** on behalf of the Montana Interagency Coordinating Council for State Prevention Programs (ICC) and the Fill - In with respect to the assignment of one AmeriCorps VISTA Volunteer or Member to perform service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems in accordance with the Sponsor and Volunteer Station Work Plans for the Fill - In.

The obligations of the parties hereto are subject to the terms and conditions of a Memorandum of Agreement (MOA), and amendments thereto, between the Corporation for National Service (CNS) and the Sponsor which is incorporated herein by reference and federal laws and regulations applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement and is also subject to the laws of the State of Montana, administrative rules and regulations and Sponsor policies applicable to the project, of which may become applicable to it subsequent to the execution of this Memorandum of Understanding.

1. The SPONSOR (Prevention Resource Center) will:

- a. Assist the Volunteer Station in developing volunteer work plans for each volunteer assignment.
- b. Provide in-service training for the volunteer in cooperation with the Volunteer Station.
- c. Place volunteer with the Volunteer Station, matching interests and skills with tasks to be accomplished in approved volunteer work plans.
- d. Provide support and supervision to the volunteers in administrative matters concerning health, project assignment, and transportation.
- e. Track volunteer medical and annual leave on a monthly basis and inform the volunteer station when the volunteer is close to meeting their allotment of 10 days of medical leave and 10 days of annual leave.
- f. Provide to each low-income volunteer, and others upon request, an individual plan which provides an opportunity for job advancement or for transition to a situation leading to gainful employment, and review with the volunteers and update of such plan one hundred twenty (120) days prior to the completion of the Volunteer's term of service.
- g. Retain full responsibility for the management and fiscal control of the project.
- h. The Sponsor may transfer a volunteer from one placement to another consistent with project and
- i. Volunteer Station needs.

2. *The Volunteer Station will:*

- a. Provide acceptable Volunteer work plans and a plan for the use of volunteers prior to the assignment of Volunteers using the Prevention Resource Center work plan as the foundation for VISTA activities.
- b. Provide day-to-day supervision of the activities of the volunteers.
- c. Provide transportation for volunteers as indicated in agreements with project sponsor and as described in paragraph 3(b).
- d. Provide materials related to the performance of volunteer assignments and adequate working space to permit volunteers to perform their assigned duties.
- e. Cooperate with the sponsor in implementing the work career plan as described in paragraph 1(a) and the career plan as described in paragraph 1(e).
- f. Assist as appropriate in evaluating volunteers.
- g. Notify sponsor immediately regarding unscheduled volunteer terminations and changes of status and conditions (such as arrests, hospitalizations, and absences without leave). If a VISTA/Summer Associate should terminate prior to completing the service term, regardless of the reason, it will not be possible to place another VISTA/Summer Associate in that position for the remainder of the service term.
- h. Provide access to the Sponsor, CNS and the Comptroller General of the United States, or their authorized representatives, for the purpose of the audit or examination, to any books, records, documents or papers which, in the opinion of the Sponsor, CNS or the Comptroller General, may be related to or pertinent to the terms of this Memorandum of Understanding.
- i. Provide written information pertaining to project progress and volunteer task completion on a monthly and quarterly basis as well as reports required by CNS to include Recovery Act (if applicable).
- j. Transfer to the Sponsor the sum of Fill - In per volunteer, a non-refundable contribution which is to be used for training and program support.
- k. Transfer to the Sponsor the sum of Fill - In as the Volunteer Station, a non-refundable cost share for VISTA/Summer Associate, **Fill-in**
- l. In accordance with applicable legal authorities, protect confidential information obtained and used in the performance of the Volunteer Work Plans or project assignment.
- m. Assure attendance by the VISTA at all Prevention Resource Center and for CNS sponsored training.
- n. The station supervisor will attend the Early Service Training sponsored by the Prevention Resource Center. Failure to attend will result in the stations financially assuming all charges associated with no- show expenses incurred.
- o. The station will provide reasonable job accommodations for the qualified volunteer placed in their site.
- p. Allow the VISTA/Summer Associate to participate in Days of Service, such as Martin Luther King Day, Global Youth Service Days, September 11 Day of Service and Make a Difference Day.
- q. The station will maintain programs and activities to which AmeriCorps VISTAs/Summer Associates are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in Programs and activities.

3. Joint Responsibilities:

- a. The Sponsor and Volunteer Work Stations will make every reasonable effort to ensure that the health and safety of VISTAs/Summer Associates is protected during the performance of the volunteers' assigned duties. Neither Sponsor nor Volunteer Station shall assign or require volunteers to perform duties that would jeopardize their safety or cause them to sustain injuries.
- b. Approved job-related motor vehicle transportation includes only transportation which is (1) reasonable, and (2) necessary, and (3) which occurs in conformance with the laws of the State of Montana. The Volunteer Station is responsible for the day-to-day supervision of any use of motor vehicle transportation by the VISTA/Summer Associate Member in the course and scope of the execution of the project assignment; the Volunteer Station is responsible for job-related transportation expenses associated with motor vehicle operation. The Sponsor is responsible for reimbursement of job-related transportation expenses only: (1) upon prior approval; and (2) only to the extent that the transportation and reimbursement is in conformity with the laws of the State of Montana. The Sponsor shall not be liable for any personal injuries or other damages arising from a VISTA/Summer Associate Member's use of a motor vehicle, including but not limited to injuries or damages incurred by unauthorized passengers.

4. Non-Discrimination:

- a. No person with responsibilities in the operation of the project shall discriminate with respect to any aspect of the project because of race, creed, belief, color, national origin, sex, sexual orientation, age, disability, marital or parental status, political affiliation or military service

5. Sexual Harassment:

Sponsors and grantees (Volunteer Stations), as the recipients of federal financial assistance from the Corporation, are ultimately responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. The sponsor/volunteer station is responsible for:

- a. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the sponsor, its agents or supervisory employees should have known of the acts.
- b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.'
- c. Acts of sexual harassment toward fellow AmeriCorps* VISTA/Summer Associate members or non-employees, where the sponsor/grantee, its agents or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

6. Legal Restrictions:

The Volunteer Station agrees that no Volunteer assigned under this Memorandum of Understanding shall participate in:

- a. Partisan or non-partisan activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, conduct worship services, proselytization, or any other religious activity as part of their duties.

7. The Volunteer Station Further Agrees Not To:

- a. Carry out activities which may result in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign volunteers to activities which would result in the displacement of employed workers, or impair existing contracts for services.
- c. Accept, or permit the acceptance of compensation for the service of volunteers.
- d. Approve the involvement of any VISTA/Summer Associate assigned to the Volunteer Station in planning, initiating, participating in, or otherwise siding or assisting in any demonstration whatsoever.
- e. The sponsor also agrees to honor the service commitment of the VISTA/Summer Associate, and will not make an offer of employment or employ a VISTA/Summer Associate until the service commitment is complete.
- f. Monetary subsistence allowances provided to the VISTA/Summer Associate members are designed to permit the VISTA/Summer Associate member to live at or below the economic level of the persons served, as required by law. Supplementing the allowances is prohibited.

8. Agreement Modification:

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Sponsor and the Volunteer Station.

9. Duration:

This agreement shall become effective on Fill - In and shall terminate on Fill - In, subject, however, to the terms of the paragraphs entitled Duration, and Termination in the Memorandum of Agreement between CNS and the Sponsor dated April 2014 and subject to amendments to the Memorandum of Agreement.

10. Termination:

The Sponsor may terminate the Agreement at any time by giving thirty (30) days notice in writing to CNS and to the Volunteer Station of intent to terminate. The Volunteer Station may terminate this Agreement by giving thirty (30) days notice in writing to the Sponsor and to CNS. If CNS terminates, suspends or refuses to renew the Memorandum of Agreement dated April 2014, this Memorandum of Understanding shall to the same degree be terminated, suspended and not subject to renewal.

11. Point of Contact Liaison:

Issues, questions, queries and communications arising under this course of performance of this Memorandum of Understanding will be first directed to the Point of Contact Liaison for each respective agency or organization:

Liaison for Sponsor:

Abby Zent, VISTA Program Manager
Prevention Resource Center
P.O. Box 4210
Helena, MT 59604-4210
(406) 444-9654

Liaison for Volunteer Station:

Liaison for Corporation for National Service:

Jackie Girard
Project Coordinator
Corporation for National Service
208 North Montana Ave.
Helena, MT 59601
(406) 449-5904

For Volunteer Station

Signed: _____

Date: _____

For Sponsor

Signed: _____
Abby Zent, Prevention Resource Center

Date: _____